



**LOS ANGELES COUNTY  
COMMUNITY AND SENIOR SERVICES**

**APPENDIX B  
STATEMENT OF WORK**

**DIETARY ADMINISTRATIVE SUPPORT SERVICES  
(DASS) PROGRAM**

## **PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.
- ✓ The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### *Personal Service Delivery*

The service delivery team – staff (including volunteers) – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs

- Explain procedures clearly
- Build on the strengths of families and communities

### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **APPENDIX B**

### **STATEMENT OF WORK DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM 2011-2015**

#### **TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
1.0	SCOPE OF WORK .....	7
2.0	ELIGIBILITY CRITERIA .....	7
3.0	SPECIFIC TASKS .....	8
4.0	ADDITIONAL REQUIREMENTS .....	18
5.0	CONTRACTOR PERSONNEL .....	19
6.0	MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF .....	23
7.0	LICENSES .....	23
8.0	GREEN INITIATIVES .....	24
9.0	QUALITY CONTROL PLAN .....	24
10.0	TRAINING .....	24
11.0	COLLABORATIONS .....	25
12.0	PROGRAM PERFORMANCE/REALLOCATION OF FUNDS .....	25
13.0	OUTCOME MEASURES .....	26
14.0	LOCATION OF SERVICE AND HOURS OF OPERATION .....	26
15.0	REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY .....	27
16.0	INFORMATION TECHNOLOGY SYSTEMS (ITS) REQUIREMENTS ..	27
17.0	OTHER PROVISIONS .....	30
18.0	CONTRACTOR MATCHING SHARE .....	32
19.0	METHOD OF COMPENSATION .....	33

**APPENDIX B**  
**STATEMENT OF WORK**  
**DIETARY ADMINISTRATIVE SUPPORT SERVICES (DASS) PROGRAM**  
**2011-1015**

**1.0 SCOPE OF WORK**

- 1.1 The Scope of Work outlines the minimum services required to operate the Dietary Administrative Support Services (DASS) Program and provide Services to recipients of the Los Angeles County Area Agency on Aging (AAA)-funded Elderly Nutrition Program (ENP) as mandated by the Older Americans Act (42 USCS Sections 3001-3058), Code of Federal Regulations (45 CFR 1321.1 – 1321.83), Title 22, California Code of Regulations (CCR), Section 7100 et seq., California Department of Aging (CDA), and Community and Senior Services (CSS) Program Memoranda/Directives, and AAA Food Service Standard Operating Procedures Manual. The CONTRACTOR is obligated to provide the Services described herein. The COUNTY has established a fixed rate for each unit of service provided by the CONTRACTOR.
- 1.2 The DASS Program provides centralized dietary services at ENPs and their caterers' food production, service facilities, and ENP service locations.
  - 1.2.1 The AAA ENP is funded by Federal, State, and COUNTY funds and intended to maintain or improve the physical and social well-being of mobile and homebound Senior Clients. The ENP provides meals to eligible individuals in a group setting at strategically located congregate sites or through nutritious meals delivered in home environments to eligible individuals who are homebound by reason of illness, disability or who are otherwise isolated. The ENP, through its contractors prepare meals or purchase meals from caterers and serves meals to Senior Clients.
- 1.3 CONTRACTOR shall ensure compliance with Title III C of the Older Americans Act (OAA) and Hazard Analysis Critical Control Points (HACCP) requirements which include food service oversight, development of menus, food production and safety, and sanitation practices. These requirements shall be met through In-Service Training to staff, including volunteers, monitoring of Congregate Meal sites, central kitchens, caterers, Home-Delivered Meal Routes and through technical assistance as needed.

**2.0 ELIGIBILITY CRITERIA**

- 2.1 The U.S. Department of Health and Human Services Administration on Aging determines the criteria for the DASS Program. The criteria are based on the current guidelines of the OAA of 1965, as reauthorized. The guidelines may

be enhanced based on Federal, California State regulations, and Los Angeles County policies. Unless otherwise expressly indicated in this Request For Proposals (RFP) or by Federal, State, or local law, CONTRACTOR shall only provide DASS Program Services to the following:

2.1.1 AAA funded ENP Contractors and their caterers.

2.1.2 Older Individual (person aged sixty (60) and older) enrolled in the ENP (Senior Client).

### **3.0 SPECIFIC TASKS**

#### **3.1 Guidelines and General Requirements:**

The following guidelines include the definitions and standards for the provision of Program Services that are required by the DASS Program. The Unit of Service is defined as the benefit provided to the Client that meets the Program guidelines. The Unit of Measurement is the quantitative representation of the Service provided to the Client; this measurement forms the basis upon which payment is made to the CONTRACTOR. The Unit Rate is the amount that is payable by the Program for each Unit of Measurement provided by the CONTRACTOR.

#### **3.2 CONGREGATE MEALS PROGRAM (TITLE III C-1) NUTRITION EDUCATION GROUP SESSIONS:** CONTRACTOR shall provide Nutrition Education Group Sessions to a group of Senior Clients, consisting of more than two Senior Clients, for a maximum of one hour per group session. This includes group sessions at ENP congregate sites that incorporate instructional tools/materials such as audio-visual presentations, lectures, newsletters, posters, displays, etc.

3.2.1 Nutrition Education Group Sessions shall be planned at the beginning of each Fiscal Year (FY) by the CONTRACTOR and its Registered Dietitian, with input from the ENP Directors, Program Council, and Senior Clients and must be approved by the AAA Nutritionist (the CSS' designated Registered Dietitian).

3.2.2 Nutrition Education Group Sessions will be presented by CONTRACTOR'S Registered Dietitian (RD).

3.2.3 Nutrition Education Group Sessions shall be presented in languages appropriate for the audience and culturally sensitive.

3.2.4 Topics for Nutrition Education Group Sessions shall be current, relevant, and based on the particular needs of congregate Senior Clients as determined by annual Clients' needs assessment and



evaluation survey. The purpose is to inform Senior Clients about available facts and information that will promote improved food selection, eating habits, health, and nutrition related practices.

- 3.2.5 CONTRACTOR shall conduct Nutrition Education Group Sessions a minimum of six (6) to a maximum of eight (8) times per FY at each ENP congregate site serving meals five (5) to seven (7) days per week.
- 3.2.6 CONTRACTOR shall conduct Nutrition Education Group Sessions a minimum of four (4) times per FY at each ENP congregate site that serves meals less than five (5) days per week.
- 3.2.7 CONTRACTOR shall maintain documentation on all Nutrition Education Group Sessions identifying location/congregate site, time, and total number of attendees at each site. CONTRACTOR shall keep this documentation on file at CONTRACTOR'S office and made available for review by the AAA during on-site monitoring.
- 3.2.8 CONTRACTOR shall report, as part of the Monthly Summary Report prepared pursuant to Subsection 3.14.1 of this Appendix B, a detail of the number of hours and the number of attendees for each individual Congregate Meal Program Nutrition Education Group Session, supported by attendance records. The Monthly Summary Report shall also include an aggregate total of all attendees participating in CONTRACTOR'S Nutrition Education Group Sessions supported by attendance records. CONTRACTOR shall submit the Monthly Summary Report to the AAA Nutritionist and the information shall also be entered into the Information Technology System (ITS) by CONTRACTOR.

*Unit of Measurement: maximum of one (1) hour per group session.*

- 3.3 HOME-DELIVERED MEALS PROGRAM (TITLE III C-2) NUTRITION EDUCATION: CONTRACTOR shall provide printed Nutrition Education materials (e.g., Flyers, newsletters, and/or brochures) approved by the AAA Nutritionist to Senior Clients.

- 3.3.1 The Nutrition Education materials shall be translated into appropriate languages and presented in a culturally sensitive manner to meet the needs of the Client.
- 3.3.2 CONTRACTOR shall distribute Nutrition Education materials to each Home-Delivered Meal Senior Client on a quarterly basis or a minimum of four (4) times throughout the FY.

- 3.3.3 CONTRACTOR shall ensure Nutrition Education topics are approved by the AAA Nutritionist annually.
- 3.3.4 Samples of Nutrition Education materials in various languages distributed in each quarter (every three months) shall be collected by CONTRACTOR and provided to the designated AAA Nutritionist.
- 3.3.5 CONTRACTOR shall document the number of Nutrition Education materials provided to Clients and enter the total documented number of Nutrition Education handouts given to Clients into the AAA ITS quarterly.

*Unit of Measurement: 1 Nutrition Education handout per Home-Delivered Meal Senior Client (minimum four times per fiscal year)*

- 3.4 CONGREGATE MEALS SITE MONITORING: CONTRACTOR shall monitor all ENP congregate meal sites, and conduct evaluation of all aspects of the meal sites. This shall include evaluating customer service and ensuring the ENP Contractor is in compliance with the HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operating Procedures Manual and the requirements of the California Retail Food Code.

- 3.4.1 Monitoring will be conducted by CONTRACTOR'S Registered Dietitian.
- 3.4.2 A monitoring tool and customer satisfaction survey shall be developed by the CONTRACTOR and approved by the AAA Nutritionist. The monitoring tool developed by CONTRACTOR and approved by the AAA Nutritionist shall use a point value, with 100 points as the maximum total score. For example, if food served to Senior Clients at Congregate meal sites is within the correct temperature range, it is worth one point. If it is not within the correct range no points.
- 3.4.3 CONTRACTOR'S Registered Dietitian shall monitor, on a monthly basis, all congregate sites that serve meals five (5) or more days per week.
- 3.4.4 CONTRACTOR shall monitor ENP Contractors congregate meal sites serving meals less than five (5) days per week every three (3) months.
- 3.4.5 CONTRACTOR shall administer customer satisfaction surveys every other FY.
- 3.4.6 CONTRACTOR shall submit, on a monthly basis, a summary report of its Congregate Meal Site Monitoring to the AAA Nutritionist as part of the Monthly Summary Report. At a minimum, the Monthly Summary Report shall include the following:

- 3.4.6.1 A written summation of significant findings, such as operational problems, food quality assurance issues, equipment performance, and resolution from previous findings, for each ENP Contractor and each congregate meal site.
- 3.4.6.2 A copy of the monitoring instrument used to monitor each Congregate Meal site.
- 3.4.6.3 A summary of Program Services provided to each ENP Contractor.

3.4.7 CONTRACTOR shall collect all customer satisfaction survey responses and submit to the AAA Nutritionist annually or as specified by the AAA Nutritionist.

*Unit of Measurement: 1 hour (maximum of 1.5 hours allowed per site monitoring or 2.5 hours when combining the site monitoring and conducting the customer satisfaction survey)*

3.5 HOME-DELIVERED MEALS ROUTE MONITORING: CONTRACTOR shall monitor all Home-Delivered Meal Routes for every ENP Contractor providing Home-Delivered Meals and conduct evaluations of all aspects of the meal delivery service, including meal packaging, vehicle and equipment use for transportation, customer service during delivery, and food quality/time/temperature evaluations to ensure that HACCP safety and sanitation standards outlined in Los Angeles Area Agency on Aging Food Service Standard Operating Procedures Manual are met, and that ENP Contractor is in compliance with the requirements of the California Retail Food Code.

3.5.1 Monitoring may be conducted by the CONTRACTOR'S RD or other qualified nutrition professionals such as a Dietetic Technician Registered (DTR), Dietetic Student/Intern or Dietetic Graduate under the supervision of an RD.

3.5.2 A monitoring tool shall be developed by the CONTRACTOR and approved by the AAA Nutritionist. The monitoring tool developed by CONTRACTOR and approved by the AAA Nutritionist shall use a point value, with 100 points as the maximum total score. For example, if food served to Senior Clients on home-delivered meal routes is within the correct temperature range, it is worth one point. If it is not within the correct range no points.

3.5.3 CONTRACTOR shall monitor each Home-Delivered Meal route once per FY.

3.5.4 On a monthly basis, CONTRACTOR shall submit a summary report of its Home-Delivered Meals Route Monitoring to the AAA Nutritionist as part of the Monthly Summary Report. At a minimum the Monthly Summary Report shall include the following:

3.5.4.1 A written summation of significant findings, such as operational problems, food quality assurance issues, equipment performance, and resolution from previous findings, for each ENP Contractor and each route.

3.5.4.2 A copy of the monitoring instrument used to monitor each home-delivery (hot/frozen) route.

*Unit of Measurement: 1 hour (maximum of 4 hours allowed for each hot meal route and a maximum of 6 hours allowed for each frozen meal route to ensure that ending delivery temperature standards [HACCP] are met)*

3.5.5 CONTRACTOR shall administer customer satisfaction surveys to ENP Contractors every other FY.

3.5.6 CONTRACTOR shall collect all customer satisfaction survey responses and submit to the AAA Nutritionist annually or as specified by the AAA Nutritionist.

3.6 CATERER and CENTRAL KITCHEN MONITORING: CONTRACTOR shall monitor and evaluate the ENP contractor's caterer's kitchen or central kitchen to ensure that HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operating Procedures Manual are met and that the ENP Contractor's caterer's kitchen or central kitchen is in compliance with the requirements of the California Retail Food Code.

3.6.1 Monitoring shall be conducted by the CONTRACTOR'S Registered Dietitian.

3.6.2 A monitoring tool shall be developed by the CONTRACTOR and approved by the AAA Nutritionist.

3.6.3 The ENP caterer's kitchens and central kitchens shall be monitored by CONTRACTOR at least six (6) times per FY. If problems are discovered during the monitoring, CONTRACTOR shall monitor the kitchen a minimum of twelve (12) times per FY.

3.6.4 On a monthly basis, CONTRACTOR shall submit a monthly summary of its ENP Contractor's Caterer and Central Kitchen Monitoring to the AAA Nutritionist, as part of the Monthly Summary Report. At a minimum, the Monthly Summary Report shall include the following:

3.6.4.1 A written summation of significant findings such as operational problems, food quality assurance issues, equipment performance, and resolution from previous findings, for each ENP Contractor's caterer's kitchen or central kitchen.

3.6.4.2 A copy of the monitoring instrument used to monitor ENP Contractor's caterer's kitchen or ENP central kitchen.

*Unit of Measurement: 1 hour (maximum 3.5 hours allowed per monitoring)*

3.7 IN-SERVICE TRAINING: CONTRACTOR'S RD shall provide In-Service Training Services to ENP staff, including volunteers.

3.7.1 In-Service Training shall include the development and presentation of topics, lesson plans, and handouts on proper food handling techniques, safety, sanitation, quality assurance, customer satisfaction, and other food service management topics presented to the ENP Contractor's employees and volunteers.

3.7.2 In-Service Training shall be developed by CONTRACTOR each FY with input from the ENP Directors, ENP Contractors' Food Service Managers, and shall be approved by the AAA Nutritionist. At least two (2) of the Training topics shall deal with food safety and HACCP principles, such as food borne illness.

3.7.3 CONTRACTOR shall conduct a one-hour In-Service Training session on a quarterly basis or four (4) times throughout the FY for ENP Contractor staff, including volunteers.

3.7.4 CONTRACTOR shall retain all attendance records for Trainings and these records shall be kept at the CONTRACTOR'S administrative offices. CONTRACTOR shall test all attendees at the end of each Training session. Staff, including volunteers, who attend all four (4) Training sessions and score 80% or higher on the written test will be given the Golden Apple Award. Evaluation documents and test scores shall be collected by CONTRACTOR and held for review during the AAA on-site monitoring.

*Unit of Measurement: 1 hour (maximum of 4 hours per Training and 4 Trainings allowed per ENP Contractor per FY)*

- 3.8 TRAINING for REGISTERED DIETITIANS: The AAA Nutritionist (or other qualified designee), will provide relevant and applicable instruction, training and guidance (as determined by AAA Nutritionist) to DASS Program Registered Dietitians. Training will consist of, but is not limited to, new directives and regulations issued from the AAA. CONTRACTOR'S Registered Dietitians shall attend said training.

*Unit of Measurement: 1 hour (maximum of 12 hours annually)*

- 3.9 WORKSHOPS: CONTRACTOR shall hold workshops and develop presentation materials on topics such as HACCP, government regulations, emergency preparedness, outcome measures, quality assurance, customer satisfaction, policies and procedures, and other food service management topics presented to ENP Directors, Food Service Managers, Registered Dietitians and Caterers by CONTRACTOR'S Registered Dietitian(s) or other qualified designees. Workshops shall contain the following:

3.9.1 Each workshop session shall be a minimum of three (3) hours, but may be longer.

3.9.2 All Workshops will be planned with input from the AAA Nutritionist.

3.9.3 A Workshop for all AAA-funded ENP Contractors shall be conducted annually.

*Unit of Measurement: 1 hour (maximum of 88 hours allowed)*

- 3.10 SERVSAFE COURSE: CONTRACTOR'S RD shall prepare and present the National Restaurant Association's ServSafe food safety and sanitation course to new ENP Project Directors, Food Service Managers, Congregate Site Management, and other ENP personnel (including volunteers).

3.10.1 CONTRACTOR shall maintain SERVSAFE course attendance records. CONTRACTOR shall ensure that each course is evaluated by those attending. CONTRACTOR shall also send program material and evaluation documents to the AAA Nutritionist annually and kept on file for review during AAA on-site monitoring.

3.10.2 Each ServSafe course consists of four (4) sessions at three (3) hours per session.

*Unit of Measurement: 1 hour (maximum of 24 hours, including preparation time allowed per course)*

- 3.11 HACCP COURSE: CONTRACTOR'S RD shall prepare and present a HACCP Course which teaches food safety and management. The Course shall be in compliance with the most current regulatory requirements of the Food and Drug Administration (FDA), and U.S. Department of Agriculture. The Course shall be presented to ENP Contractor Directors, Food Service Managers, and Registered Dietitians.

3.11.1 CONTRACTOR shall maintain attendance records and ensure that each Course is evaluated by those attending. Program material and evaluation documents shall be sent to the AAA Nutritionist annually and kept on file for review during AAA on-site monitoring.

3.11.2 Each HACCP Course shall include two (2) to three (3) sessions for a total of twelve (12) hours per Course per FY.

*Unit of Measurement: 1 hour (maximum of 32 hours allowed per course, including preparation time)*

- 3.12 TECHNICAL ASSISTANCE and PROGRAM DEVELOPMENT: CONTRACTOR shall provide Technical Assistance as needed to ENP Contractors responsible for food service operations. Assistance shall include policy and procedure development; help with planning for special programs; additional training for staff; and problem solving. CONTRACTOR must attend and provide Technical Assistance at monthly ENP quality assurance meetings as arranged by the ENP Contractors. The purpose of the monthly ENP quality assurance meeting is to identify and discuss food and correct Service problems.

*Unit of Measurement: 1 hour (maximum of 5 hours allowed per project per month)*

- 3.13 MENU REVIEW: CONTRACTOR'S RD is to provide an annual review and approval of each ENP Contractor's Cycle Menu (a Cycle Menu is a menu repeated for five to six weeks and repeated throughout the FY). CONTRACTOR shall submit the Cycle Menu to the AAA Nutritionist who certifies the menus. Menu approvals are conducted once per FY.

3.13.1 CONTRACTOR shall ensure Cycle Menus are written by the ENP Contractor's Food Service Manager and/or Caterer, with consultation from Senior Clients, the ENP Contractor's Program Council, and ENP Contractor's Project Director.

*Unit of Measurement: 1 hour (8 hours maximum allowed per Cycle Menu to write, review and approve)*

3.14 REPORTS: CONTRACTOR shall submit monthly reports and a year-end report to the AAA Nutritionist.

3.14.1 Monthly Summary Reports: On a monthly basis, CONTRACTOR shall submit to the AAA Nutritionist and input into the ITS a report summarizing:

3.14.1.1 Monitoring activities and outcomes of the monitoring visits for the catering services, central kitchens, congregate meal sites, and the home-delivered meal routes.

3.14.1.2 The reports must also include the number of Senior Clients participating in each Nutrition Education Group Session and a total number of Senior Clients served during the month by CONTRACTOR for both Congregate and Home-Delivered Meal programs. CONTRACTOR shall also include the number of In-Service Training, Technical Assistance and menu review provided to each ENP Contractor for the month.

3.14.1.3 CONTRACTOR shall send a copy of the Monthly Summary Report to the AAA Nutritionist, ENP Project Director, Central Kitchen Food Service Manager, and/or Caterer.

3.14.2 Year-end Report: CONTRACTOR shall submit a final year-end report to the AAA Nutritionist at the end of each FY. At a minimum, the Year-end Report shall include:

3.14.2.1 A summation of each ENP Contractor's monitoring scores. The scores measure safety and sanitation performance as outlined in the AAA Food Service Standard Operating Procedures Manual and the California Retail Food Code.

3.14.2.2 A summation of each ENP Contractor's caterer's kitchen or central kitchen corrective action(s) to resolve reported violations of the HACCP safety and sanitation standards outlined in the AAA Food Service Standard Operating Procedures Manual and the California Retail Food Code.

3.14.2.2.1 The CONTRACTOR shall select an ENP Contractor for the Silver Thermometer Award. CONTRACTOR shall report its selection to the AAA Nutritionist. The Silver



Thermometer Award is an annual award given by the AAA to:

3.14.2.2.1.1 Congregate sites receiving scores of 95% or higher on ten (10) out of twelve (12) inspections.

3.14.2.2.1.2 Central Kitchen/Caterer receiving 90% or higher on five (5) out of six (6) or ten (10) out of twelve (12) inspections.

3.14.2.2.1.3 All ENP's Home-Delivered Meal routes that average a score of 90% or higher on annual inspections.

3.14.2.2.2 CONTRACTOR is required to provide additional Technical Assistance and In-Service Training to service providers receiving a score below 80%.

*Unit of Measurement: one monthly report (1) to the AAA Nutritionist, one report to each ENP Contractor Central Kitchen Food Service Manager, and/or Caterer and one (1) year-end report to AAA Nutritionist.*

3.15 AAA DISCRETIONARY HOURS: CONTRACTOR shall reserve up to one hundred (100) hours per FY as discretionary units for special projects to be used as directed by the AAA. Special projects include but are not limited to emergency response such as an episode of food borne illness, additional mandated training or project development such as disaster preparedness.

*Unit of Measurement: 1 hour (100 hours maximum allowed)*

### 3.16 UNITS OF SERVICE SUMMARY

<b><i>Required Service</i></b>	<b>Unit of Measurement</b>	<b>Maximum Unit Rate</b>
A. Title III C-1 Nutrition Education	1 hour per group session	\$54
B. Title III C-2 Nutrition Education	1 nutrition education handout	\$0.66 per Handout
C. Title III C-1 Congregate Site Monitoring	1 hour	\$60
D. Title III C-2 Home-Delivered Meal Route Monitoring	1 hour	\$54
E. Caterer and Central Kitchen Monitoring	1 hour	\$60
F. In-Service Training	1 hour	\$54
G. Training for Registered Dietitians	1 hour	\$54
H. Workshops	1 hour	\$54
I. ServSafe Course	1 hour	\$54
J. HACCP Course	1 hour	\$54
K. Technical Assistance and Program Development	1 hour	\$54
L. Menu Review	1 hour	\$54
M. Reports	1 report	\$54
N. AAA Discretionary Hours	1 hour	\$54

3.16.1 Unit Rates are subject to change based on fund availability and Program costs.

## **4.0 ADDITIONAL REQUIREMENTS**

In addition to the specific tasks necessary to provide Units of Service to Clients, CONTRACTOR must also adhere to minimum requirements that are necessary to operate the program. These requirements ensure that the CONTRACTOR maintains the appropriate level of care, performance, staffing, reporting and compliance with Los Angeles County, State, and Federal guidelines that govern the Program. The CONTRACTOR is responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Program Services to Clients as prescribed by this Contract.

4.1 CONTRACTOR shall provide Community Outreach, which is defined as actively providing and disseminating DASS information to the public on what Program Services may be available to potential eligible Clients and shall also market the Program Services to all ethnic groups in each Supervisorial District in which the Program Services are being provided by CONTRACTOR.

- 4.1.1 CONTRACTOR shall ensure that information and assistance on DASS Program Services are provided to all populations including homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) Clients.
- 4.2 CONTRACTOR must have written procedures to protect the confidentiality and privacy of Client information collected for purposes of the Program, in accordance with all applicable laws and regulations, including Title 22 CCR 7500 (b).
- 4.3 CONTRACTOR must maintain a cash reserve equal to the amount it would cost to operate the Program for one month. Grant funds may not be included in cash reserves.
- 4.4 CONTRACTOR shall track all Contract funds and CONTRACTOR shall provide a tracking of Contract funds during an audit as indicated in Appendix A, Sample Contract, Part II, Section 67.0, Record Retention and Inspection/Audit Settlement.

## **5.0 CONTRACTOR PERSONNEL**

- 5.1 General Requirements: CONTRACTOR shall have a sufficient number of qualified staff with the appropriate education, licensure, and experience to carry out the requirements of the DASS Program. The total number of staff shall be based on the method and level of Program Services provided, and the size of the service area served by CONTRACTOR.
  - 5.1.1 CONTRACTOR shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of COUNTY for CONTRACTOR necessary to provide Program Services hereunder. Such personnel shall meet all qualifications in this Contract, as well as those provided by COUNTY through Contract Amendments, Administrative Directives and Program Policy Memorandums.
  - 5.1.2 CONTRACTOR shall have a minimum of one RD for each Supervisorial District, for a total of five RDs, to provide Program Services hereunder.
  - 5.1.3 The CONTRACTOR shall ensure that CONTRACTOR staff is available to all Clients, potential Clients, referral sources, as well as the COUNTY on a minimum five-day-a-week (Monday through Friday) basis. CONTRACTOR'S Office shall be open a minimum 8 hours per day between the hours of 8:00 a.m. to 5:00 p.m. CONTRACTOR shall also ensure that personal telephone contact with CONTRACTOR'S staff is available to Clients, potential Clients, as well as COUNTY, during CONTRACTOR'S hours of operation. CONTRACTOR shall also

ensure that each CONTRACTOR office location has a telephone answering machine or voice mail in place during off-business hours. CONTRACTOR staff shall check and respond to all messages in a timely manner.

5.1.4 CONTRACTOR shall always have a staff member with the authority to act on behalf of the CONTRACTOR available during work hours.

5.2 PROJECT DIRECTOR: CONTRACTOR staff must include a Project Director.

5.2.1 Responsibilities: The Project Director's duties shall include: Planning, organizing, and directing all administrative and program activities related to the program/AAA Contract. The Project Director will define lines of authority and will develop the roles and parameters of responsibility for DASS Program staff, consistent with the established Program requirements. In addition, the Project Director serves as the coordinator/liaison for all AAA-funded services, ensuring that any communications related to the DASS Program are conveyed to the Registered Dietitian.

5.2.2 Minimum Education, Experience and Qualifications: The individual must demonstrate evidence of the following:

- Completion of a Bachelor's degree in Dietetics or a related major.
- Satisfactory completion of an examination and current registration with the Commission on Dietetic Registration (CDR), the credentialing agency of the American Dietetic Association.
- Current ServSafe Certification (available from the National Restaurant Association).
- Current HACCP Certification in compliance with the most current regulatory requirements of the FDA, U.S. Department of Agriculture and the National Sanitation Foundation (NSF).
- Three (3) or more years experience in foodservice production, management and in HACCP systems.
- Current Certified Professional - Food Safety (CP-FS) certificate from the National Environmental Health Association.
- Current membership in the American Dietetic Association (ADA) is desirable.

5.3 REGISTERED DIETITIAN (RD) – CONTRACTOR must employ a minimum of five (5) Registered Dietitians (one per Supervisorial District).

5.3.1 Responsibilities: Under the direction of the Project Director, the Registered Dietitians will provide all Program Services outlined in Subsection 3.0, Specific Tasks of this Appendix B. In addition, the Registered Dietitians' responsibilities may include the following:

- Recipe development
- Product research to locate best equipment, supplies or food products for food service operations.

5.3.2 Minimum Education, Experience and Qualifications: The individuals must demonstrate evidence of the following as specified in the Business and Professions Code, Sections 2585 and 2586:

- 18 years of age or older.
- A bachelor's degree or higher from an accredited college or university.
- Satisfactory completion of a program of supervised practice for a minimum of nine hundred (900) hours that is designed to prepare entry level practitioners through instruction and assignments in a clinical setting. Supervisors of the program shall meet the minimum qualifications establish by public or private agency or institution recognized by the State Department of Health Services.
- Satisfactory completion of an examination and current registration with the CDR, the credentialing agency of the ADA.
- Satisfactory completion of continuing education requirements established by CDR.
- Two (2) years professional experience in dietetics food service management.
- Current membership in the ADA is desirable.

5.4 DIETETIC TECHNICIANS, REGISTERED – CONTRACTOR may employ a Dietetic Technician (DTR).

5.4.1 Responsibilities: Dietetic Technicians may assist with Nutrition, education, and home-delivered meal program route evaluation, as appropriate.

5.4.2 Minimum Educational/Experience Qualifications: The Registered Dietetic Technicians must show evidence of the following:

- Be 18 years of age or older.
- Completion of an ADA approved Dietetic Technician Program.
- Satisfactory completion of appropriate academic requirements and receipt of an associate's degree or higher from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency.
- Satisfactory completion of dietetic technician program requirements by an accredited public or private agency or institution recognized

by the State Department of Health Services including not less than four hundred and fifty (450) hours of supervised practice.

- Current registration with the CDR, the credentialing agency of the ADA.
- Satisfactory completion of continuing education requirements established by CDR.
- Current membership in the ADA is desirable.

## 5.5 OTHER STAFF

### 5.5.1 Dietetic Graduate – CONTRACTOR may employ a Dietetic Graduate.

5.5.1.1 Responsibilities: Under the supervision of the RD, the Dietetic Graduate may provide Services outlined in Subsection 3.5, Home-Delivered Meals Route Monitoring and assist in other Services as supervised/directed by the CONTRACTOR'S RD.

5.5.1.2 Minimum Education, Experience and Qualifications: The individual must demonstrate evidence of the following:

- 18 years of age or older.
- Received a bachelor's degree or higher from a college or university accredited by the Western Association of Schools and Colleges or other regional accreditation agency.

### 5.5.2 Dietetic Student/Dietetic Intern - CONTRACTOR may employ Dietetic Students or Dietetic Interns.

5.5.2.1 Responsibilities: Under the direction of the RD, Dietetic Students/Interns may provide or assist in Services outlined in Subsection 3.0, Specific Tasks of this Appendix B as appropriate.

5.5.2.2 Minimum Educational/Experience Qualifications: The Dietetic Student/Intern must show evidence of the following:

- Be 18 years of age or older.
- Must be enrolled in an ADA approved Dietetic Technician Program.

### 5.5.3 USE OF VOLUNTEER SERVICES: Volunteers shall be recruited, trained and used by CONTRACTOR to expand the provision of DASS Program Services. Volunteers must be appropriately qualified. If

possible, CONTRACTOR shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in a community service setting.

- 5.5.4 PROGRAM STAFF: The CONTRACTOR is responsible for ensuring its staff, including volunteers, both existing and new, are properly trained in all areas when providing Program Services. Staff must be qualified, sufficient in number to deliver the Program Service(s) adequately, and capable of establishing effective communication with the participants as well as other AAA network providers.

## 5.6 WAGES OR SALARY LIMITATIONS

- 5.6.1 Unless approved in advance by COUNTY, no employee under this Contract shall be paid wages or salary by CONTRACTOR either: (1) in excess of \$60.00 per hour, or (2) no more than \$480.00 for an eight (8) hour period out of funds payable to CONTRACTOR hereunder. CONTRACTOR may pay more than \$60.00 per hour without Department approval, but shall not use Contract funds for compensation exceeding \$60.00 per hour.

## 6.0 **MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF**

- 6.1 The CONTRACTOR must be committed and sensitive to the delivery of Program Services that are culturally and linguistically appropriate. To that end, CONTRACTOR must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served. In addition, the CONTRACTOR and its staff including volunteers are expected to develop cultural competency and cross-cultural clinical practice skills. The CONTRACTOR must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients.

## 7.0 **LICENSES**

- 7.1 CONTRACTOR shall obtain and maintain, during the term of this Contract, for CONTRACTOR and all staff, all appropriate licenses, permits and certificates required by all applicable Los Angeles County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Program Services hereunder. A copy of each license, permit and certificate shall be sent to CSS, Contracts Management Division (CMD) prior to the execution of the Contract and in cases of new hires or updates in license/certification status CONTRACTOR shall

provide CSS CMD with all new updated licenses, permits, and certificates within ten (10) business days of the change in status.

## **8.0 GREEN INITIATIVES**

- 8.1 CONTRACTOR shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2 CONTRACTOR shall notify COUNTY’S CCM of CONTRACTOR’S new green initiatives prior to the Contract’s commencement.

## **9.0 QUALITY CONTROL PLAN**

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of the Contract. The Plan shall be retained on file at the CONTRACTOR’S main administrative office. The plan shall include, but may not be limited to the following:

- 9.1 Method of monitoring to ensure that Contract requirements are being met;
- 9.2 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.

## **10.0 TRAINING**

- 10.1 CONTRACTOR shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (including volunteers). CONTRACTOR is responsible for ensuring its staff, both existing and new, are properly trained in all areas related to providing DASS Program Services.
- 10.2 The CONTRACTOR’S Project Director shall ensure that all appropriate CONTRACTOR staff/volunteers attend all relevant training sessions called by the COUNTY for CONTRACTOR’S benefit and held at a COUNTY facility or another site, as determined by the COUNTY. Further, CONTRACTOR shall ensure that, at a minimum, a CONTRACTOR staff person represents the CONTRACTOR at each relevant training session. The CONTRACTOR may also choose to attend meetings outside of Los Angeles County that the CONTRACTOR reasonably deems to be beneficial for the delivery of Senior Client Services.
- 10.3 The COUNTY may establish, provide, and/or require mandatory training of CONTRACTOR staff at its discretion.



## **11.0 COLLABORATIONS**

CONTRACTOR must form collaborations with COUNTY and Los Angeles City Contractors providing services funded through the OAA, including other DASS Contractors and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of Program Services. CONTRACTOR shall develop linkages with other community-based long-term care service providers, particularly those that see the Client at home. CONTRACTOR is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, the CONTRACTOR must respect Client confidentiality rights, adhere to all applicable confidentiality regulations, and follow appropriate protocols.

The CONTRACTOR shall establish procedures to protect all Client information consistent with the terms of the Contract and all applicable laws, and shall not disclose Client information outside of CSS without written consent from CSS and the Client.

## **12.0 PROGRAM PERFORMANCE/REALLOCATION OF FUNDS**

12.1 The CONTRACTOR is required to provide 100% of Program Services and expend 100% of the Maximum Annual Contract Sum contracted for and as stated in this Appendix B; Appendix C, PRS Chart; Appendix A, Sample Contract, Exhibit C, Proposed Program Services (PPS); and Appendix A, Sample Contract, Exhibit D, Budget. A new or updated Budget shall be completed and provided to the COUNTY prior to the beginning of each FY.

12.2 The performance of CONTRACTOR will be evaluated during the FY, and funds may be reallocated. If CONTRACTOR fails to expend 95% of the Maximum Annual Contract Sum allocated under this Contract as provided in Appendix A, Sample Contract, Exhibit D, Budget, funds may be reduced and reallocated to other DASS and/or ENP Contractors that are performing/expending at a higher level/rate and qualify for increases in its Maximum Annual Contract Sum. Additionally, the COUNTY, at its discretion, may reduce the CONTRACTOR'S Maximum Annual Contract Sum in the following FY to more accurately reflect the CONTRACTOR'S level of performance/expenditure.

12.3 The Contract includes Performance Requirements Standards that will measure the CONTRACTOR'S performance related to the Program. The Contract includes a Performance Requirements Summary (PRS) Chart (Appendix C to the RFP) that summarizes the Standards required and their corresponding Acceptable Quality Level. CONTRACTOR shall meet Standards at the Acceptable Quality Levels provided in the PRS Chart as well as the provision of Program Services outlined in this Appendix B.

### **13.0 OUTCOME MEASURES**

CONTRACTOR is required to conduct ongoing customer satisfaction surveys with Clients and keep a copy of the completed surveys on file and accessible to COUNTY for review. The results of the surveys will be used by CONTRACTOR to make quality improvements in Client Services provided to all DASS Clients. The CONTRACTOR may be asked by COUNTY to comply with and develop other outcome measures. See Appendix C, PRS Chart for additional Program performance requirements.

### **14.0 LOCATION OF SERVICE AND HOURS OF OPERATION**

14.1 CONTRACTOR shall obtain:

- Required building inspection certificates (health, fire, etc.) for all CONTRACTOR places of business/site locations; and
- Prior written consent of the Director of CSS, or authorized designee, and shall comply with Appendix A, Sample Contract, Part II, Section 22.0, Contract Modifications/Amendments, as applicable, before modifying or terminating Services, or revising hours of service delivery at a previously designated location(s) and before commencing such Program Services at any other location.

14.2 CONTRACTOR shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. CONTRACTOR shall comply with the Americans with Disabilities Act of 1990.

14.2.1 CONTRACTOR shall publicly display at all CONTRACTOR office locations/sites the days and hours of operation for the provision of contracted Program Services.

14.2.2 CONTRACTOR shall maintain an office in Los Angeles County.

14.2.3 CONTRACTOR'S office shall be open a minimum 8 hours per day between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

14.2.4 CONTRACTOR shall inform the COUNTY in writing and receive a written COUNTY approval at least sixty (60) days prior to relocation of CONTRACTOR'S office.

## **15.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY**

- 15.1 The California State Department of Aging requires CONTRACTOR to establish record procedures that ensure the accuracy and authenticity of the number of eligible Client Program Services provided each day. CONTRACTOR shall submit to COUNTY, on a monthly basis and no later than the 10<sup>th</sup> day of the month following the month of service, the total number of Clients served, the services provided, and number of Program Services provided to the Client. If the 10<sup>th</sup> day of the month falls on a weekend or holiday, the due date shall be the next business day.
- 15.2 CONTRACTOR shall maintain all records and reports, consistent with Appendix A, Sample Contract, Standard Terms and Conditions, Part II, Section 67.0, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, retention, or inspection by authorized representatives of CSS.
- 15.3 All information, records, data elements, and print-outs collected and maintained for the operation of the DASS Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Appendix A, Sample Contract, Standard Terms and Conditions, Part II, Section 17.0, Confidentiality, Section 10850 of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations (CFR), Section 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

## **16.0 INFORMATION TECHNOLOGY SYSTEM (ITS) REQUIREMENTS**

- 16.1 CONTRACTOR is required to participate in the CSS automated Information Technology System (ITS) and to have a web-based compatible microcomputer system, a dedicated phone line, and to maintain equipment and the system in accordance with the configuration specifically approved by the COUNTY. CONTRACTOR shall be responsible for its own data input of required information for monthly transmission to the current CSS approved automated ITS.
- 16.2 All computer hardware should be standard and of common national brands to assure proper compatibility with other hardware and software. Hardware and software not meeting the specifications outlined in this Statement of Work may be acceptable only upon COUNTY approval.
- 16.3 Hardware – CONTRACTOR is required to have the hardware to support the software requirements listed in this Section 16.0.
- 16.4 CONTRACTOR must have a current industry standard laser printer with a

minimum 600DPI.

16.5 CONTRACTOR must maintain a reliable high speed or broadband Internet connection at all sites.

16.6 CONTRACTOR is also required to have the following:

16.6.1 Industry standard internet security software with all current upgrades installed and operating.

16.6.2 The most current version of Microsoft Internet Explorer or equivalent.

16.6.3 Capability of sending and receiving documents in Microsoft Office 2003.

#### 16.7 STAFFING

CONTRACTOR shall assign an employee (who is not a volunteer) to have the primary responsibility for the Client data entry into the ITS system. This person will be the primary contact person for Client data issues and problems. The individual will be assigned a password to log-in and enter Client information. A back-up staff person (who is not a volunteer) must be designated to act on behalf of the primary ITS contact person in the event of his or her absence.

CONTRACTOR shall inform the COUNTY of the name of the CONTRACTOR ITS staff person and backup at the start of this Contract and within two weeks of any assignment or reassignment. Only those CONTRACTOR staff who have been designated by CONTRACTOR and assigned a password by COUNTY shall be allowed to access the ITS system.

#### 16.8 FACILITIES

16.8.1 CONTRACTOR shall provide the following:

16.8.1.1 A table or desk for the computer, printer and scanner with adequate workspace.

16.8.1.2 Appropriate electrical outlets.

16.8.1.3 A direct (not rotary or PBX) analog telephone line at computer location.

16.8.1.4 Additional telephone lines (as required/directed for Client Tracking).

16.8.1.5 A secure, locked room or lock-down cables to secure all equipment.

## 16.9 MAINTENANCE

CONTRACTOR is responsible for all maintenance, repair, or replacement of hardware and software required for ITS, which must be done in a timely and efficient manner. Equipment must be available for inspection by COUNTY staff during regular business hours.

## 16.10 SUPPLIES

CONTRACTOR is responsible for all necessary supplies, memory storage (e.g. flash drives, external hard drives, and CDs), paper, ink cartridges, and other media.

## 16.11 FUTURE CHANGES

16.11.1 Technology and computers are changing rapidly and the COUNTY may change its systems to utilize and explore these changes. These may include the acquisition of additional hardware, software and communication lines, as the COUNTY deems appropriate. CONTRACTOR must supply all equipment, peripherals, supplies, etc. that may be required by the COUNTY for future changes.

## 16.12 CONFIDENTIALITY

CONTRACTOR shall utilize the COUNTY'S ITS for recording casework. CONTRACTOR shall employ a mechanism to ensure that a Client's record is accessible only to those authorized staff assigned a password by the COUNTY. CONTRACTOR shall implement COUNTY approved policies and procedures to include safeguards for confidentiality, prevention of unauthorized access, authentication by electronic signature keys, and systems maintenance. Specifically, for electronic signatures, the CONTRACTOR'S System must:

16.12.1 Identify the signatory individual, including the date and time when the signature was executed, and the meaning associated with the signature (e.g., review, approval, responsibility, authorship, and authentication);

16.12.2 Assure the integrity of a document's content, including any actions taken to create, modify, or strike out an electronic entry; and

- 16.12.3 Provide for non-repudiation (i.e., strong and substantial evidence that will make it difficult to claim that the electronic representation is not valid).

## **17.0 OTHER PROVISIONS**

### **17.1 PROGRAM SUPERVISION, MONITORING AND REVIEW**

Program Services hereunder shall be provided by CONTRACTOR under the general supervision of the Director of CSS or authorized designee. The CSS Director, or authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of Program Services and the criteria for determining the persons to be served. CONTRACTOR agrees to extend to CSS Director, or authorized designee, to authorized State representatives, and to an authorized Federal representative the right to review and monitor CONTRACTOR'S facilities, programs, records, or procedures at the discretion of COUNTY, State and Federal representatives. Appropriate staff of CONTRACTOR, as requested by the CSS Director, or authorized designee, shall attend all training sessions and meetings called by CSS for the purposes of information sharing, policy orientation, and Program Development and orientation. Additionally, CONTRACTOR staff is required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Program Services provided. These meetings may be called by AAA and held at a COUNTY facility or another site, as determined by the COUNTY. The CONTRACTOR may also choose to attend meetings outside of Los Angeles County that the CONTRACTOR reasonably deems to be beneficial for the delivery of Client services or other meetings designated by the AAA.

### **17.2 UNUSUAL OCCURENCES**

Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the CONTRACTOR within twenty-four (24) hours to the local health officer by telephone (and confirmed in writing) and to CSS by telephone (and confirmed in writing) or email . Crime related occurrences, such as theft or vandalism, must be reported by CONTRACTOR within twenty-four (24) hours to the local police or sheriff by telephone (and confirmed in writing) and to CSS by telephone (and confirmed in writing) or email. The CONTRACTOR shall prepare and retain an incident report on file. CONTRACTOR shall maintain all incident reports in a manner consistent with Part II, Section 67.0, Record Retention and Inspection/Audit Settlement, of the Sample Contract (Appendix A). The CONTRACTOR shall furnish such

other pertinent information related to such occurrence as the local authorities and/or CSS may require.

### 17.3 EMERGENCY AND DISASTER PREPAREDNESS

17.3.1 Notwithstanding CONTRACTOR'S and COUNTY'S contractual objective to provide Program Services to eligible persons, CONTRACTOR shall make Program Services available to any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse CONTRACTOR for funds expended.

17.3.2 CONTRACTOR must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.

17.3.3 CONTRACTOR must maintain a registry of Program participants for emergency purposes.

### 17.4 MULTIPURPOSE SENIOR CENTERS

17.4.1 If CONTRACTOR operates a Multipurpose Senior Center as defined under Title 42 USCS Section 3002, CONTRACTOR must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.

17.4.2 If CONTRACTOR operates a Multipurpose Senior Center, CONTRACTOR shall also comply with the provisions contained in the following acts:

17.4.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR, Part 3).

17.4.2.2 Davis-Bacon Act (40 USCS 3141-3142) (29 CFR, Part 5).

17.4.2.3 Contract Work Hours and Safety Standard Act (40 USCS 327-332) (29 CFR, Part 5).

17.4.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).

- 17.4.3 Authorized COUNTY, State or Federal representatives shall have the right to monitor CONTRACTOR'S performance relating to acquisition, alteration, renovation, or construction pursuant to this Contract: Said monitoring shall include, but is not limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with Project Director and other CONTRACTOR staff during normal business hours.
- 17.4.4 CONTRACTOR assures that when an existing facility has been altered with funds made available by this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
- 17.4.4.1 Not less than three (3) years from the date the Contract terminates where the amount of the Contract or award of funds including the non-federal share, does not exceed \$30,000.
- 17.4.4.2 If the Contract amount or award of funds, including the non-federal share, exceeds \$30,000, the fixed period of time shall increase one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
- 17.4.4.3 For Contract amounts, or award of funds, including the non-federal share, that exceed \$75,000, the fixed period of time shall be not less than ten (10) years from the date Contract expires or terminates.

## **18.0 CONTRACTOR MATCHING SHARE**

- 18.1 CONTRACTOR shall provide at least 15% match (contribution) of its total Maximum Contract Sum funded by COUNTY in accordance with the provisions of Appendix A, Sample Contract, Exhibit D, Budget. Therefore, the Maximum Contract Sum funded by the COUNTY provides 85% of the CONTRACTOR'S total funding for the Program Costs and CONTRACTOR must match, at a minimum, 15% of its costs with other resources. The matching share may be cash or an in-kind contribution or compensation thereof. The criteria for establishing the value on non-cash items is Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contributions of the Fair Market Value of Services performed by volunteers may not exceed fifty percent (50%) of the required 15% CONTRACTOR match.



18.2 In-kind contributions are property or services provided by CONTRACTOR which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the CONTRACTOR.

## **19.0 METHOD OF COMPENSATION**

COUNTY, at its sole discretion, has the option of altering the method of payment from full reimbursement for Units of Service completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month, if the CONTRACTOR is over-achieving, and it appears funds will be completely drawn down prior to the full term of the Contract.